

**JOINT GEOLOGIC HAZARD  
ABATEMENT DISTRICTS (GHAD)  
MEETING**

**FALLON VILLAGE GHAD  
SCHAEFER RANCH GHAD**

Tuesday, October 17, 2017 7:00 PM  
Council Chamber, 100 Civic Plaza

**A G E N D A**

- *Agendas and Staff Reports are posted on the City's Internet Website ([www.dublin.ca.gov](http://www.dublin.ca.gov))*
- *Agendas may be picked up at the District Clerk's Office for no charge, or to request information on being placed on the annual subscription list, please call 833-6650.*

**REGULAR MEETING 7:00 PM**

**1. CALL TO ORDER**

**2. ORAL COMMUNICATIONS**

**2.1. Public Comment**

At this time, the public is permitted to address the Board on non-agendized items. Please step to the podium and clearly state your name for the record. COMMENTS SHOULD NOT EXCEED THREE (3) MINUTES. In accordance with State Law, no action or discussion may take place on any item not appearing on the posted agenda. The Board may respond to statements made or questions asked, or may request Staff to report back at a future meeting concerning the matter. Any member of the public may contact the District Clerk's Office related to the proper procedure to place an item on a future Board agenda. The exceptions under which the Board MAY discuss and/or take action on items not appearing on the agenda are contained in Government Code Section 54954.2(b)(1)(2)(3).

**3. CONSENT CALENDAR**

Consent Calendar items are typically non-controversial in nature and are considered for approval by the Board with one single action. Members of the audience, Staff or the Board who would like an item removed from the Consent Calendar for purposes of public input may request the Board President to remove the item.

**3.1. Minutes of the October 3, 2017 Schaefer Ranch GHAD Meeting**

Consider approval of the minutes of the October 3, 2017 Schaefer Ranch GHAD Meeting.

**STAFF RECOMMENDATION:**

Approve the minutes of the October 3, 2017 Schaefer Ranch GHAD Meeting.

**3.2. Agreement with Apex Grading Inc. for Construction, Maintenance, and Emergency Response Services**

The Fallon Village and Schaefer Ranch Geologic Hazard Abatement District (GHAD) Board of Directors will consider approving an agreement with Apex Grading Inc. for construction, maintenance, and emergency response services.

**STAFF RECOMMENDATION:**

Adopt the **Resolution** Approving an Agreement with Apex Grading Inc. for Construction, Maintenance, and Emergency Response Services for the Fallon Village Geologic Hazard Abatement District; and, adopt the **Resolution** Approving an Agreement with Apex Grading Inc. for Construction, Maintenance, and Emergency Response Services for the Schaefer Ranch Geologic Hazard Abatement District.

**4. WRITTEN COMMUNICATION – NONE.**

**5. PUBLIC HEARING – NONE.**

6. **UNFINISHED BUSINESS** – NONE.

7. **NEW BUSINESS** – NONE.

8. **OTHER BUSINESS**

Brief information only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expense (AB1234).

9. **ADJOURNMENT**

This AGENDA is posted in accordance with Government Code Section 54954.2(a)

If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation, please contact the City Clerk's Office (925) 833-6650 at least 72 hours in advance of the meeting.

Mission

*The City of Dublin promotes and supports a high quality of life, ensures a safe and secure environment, and fosters new opportunities.*

Vision

*Dublin is a vibrant city committed to its citizens, natural resources and cultural heritage. As Dublin grows, it will balance history with progress, to sustain an enlightened, economically balanced and diverse community.*

*Dublin is unified in its belief that an engaged and informed community encourages innovation in all aspects of City life, including programs to strengthen our economic vitality, and preserve our natural surroundings through environmental stewardship and sustainability. Dublin is dedicated to promoting an active and healthy lifestyle through the creation of first-class recreational opportunities, facilities and programs.*



## **STAFF REPORT**

### **GEOLOGIC HAZARD ABATEMENT DISTRICT**

---

**DATE:** October 17, 2017

**TO:** Honorable President and Board of Directors

**FROM:** Christopher L. Foss, GHAD District Manager

**SUBJECT:** Minutes of the October 3, 2017 Schaefer Ranch GHAD Meeting  
*Prepared by: Walfred Solorzano, Deputy District Clerk*

#### **EXECUTIVE SUMMARY:**

Consider approval of the minutes of the October 3, 2017 Schaefer Ranch GHAD Meeting.

#### **STAFF RECOMMENDATION:**

Approve the minutes of the October 3, 2017 Schaefer Ranch GHAD Meeting.

#### **FINANCIAL IMPACT:**

N/A

#### **DESCRIPTION:**

Consider approval of the minutes of the October 3, 2017 Schaefer Ranch GHAD Meeting.

#### **NOTICING REQUIREMENTS/PUBLIC OUTREACH:**

N/A

#### **ATTACHMENTS:**

1. October 3, 2017 Schaefer Ranch GHAD Minutes

**GEOLOGIC HAZARD ABATEMENT DISTRICTS (GHAD) MEETING  
SCHAEFER RANCH GHAD**

**REGULAR MEETING – OCTOBER 3, 2017**



**Closed Session**

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: 12+/- acre parcel located about 1,000 feet northwest of intersection of Dublin Blvd. and Arnold Road (portion of the Camp Parks property)

Agency negotiator: Christopher L. Foss, City Manager

Negotiating parties: Dublin Unified School District

Under negotiation: Price and terms of payment

**1. Call to Order**

The meeting was called to order at 9:33 p.m. by Board President Haubert

PRESENT: District Boardmembers Biddle, Gupta, Goel, Hernandez, and Board President Haubert

ABSENT: None

**2. Report on Closed Session**

The Board agreed to reconvene to Closed Session after the end of the Regular meeting.



**3. Oral Communications**

**3.1. Public Comment**

No public comments were made.



**4. Consent Calendar**

- 3.1. Approved the minutes of the August 15, 2017, Joint Geologic Hazard Abatement Districts (GHAD) meeting, for the Schaefer Ranch GHAD.



**5. Written Communication – None.**



**6. Public Hearing – None.**



6. **Unfinished Business** – None.

7. **New Business** – None.

8. **Other Business** – Brief information only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expense (AB1234).

**Report on Closed Session:**

The Board President stated there was no reportable action out of Closed Session.

9. **Adjournment**

There being no further business to come before the Board, the meeting was adjourned at 9:58 p.m.

Minutes prepared by Walfred Solorzano, Deputy District Clerk.

\_\_\_\_\_  
Board President

ATTEST: \_\_\_\_\_  
Deputy District Clerk





## STAFF REPORT

### GEOLOGIC HAZARD ABATEMENT DISTRICT

---

**DATE:** October 17, 2017

**TO:** Honorable President and Board of Directors

**FROM:** Christopher L. Foss, GHAD District Manager

**SUBJECT:** Agreement with Apex Grading Inc. for Construction, Maintenance, and Emergency Response Services  
*Prepared by: Andrew Russell, District Engineer*

#### EXECUTIVE SUMMARY:

The Fallon Village and Schaefer Ranch Geologic Hazard Abatement District (GHAD) Board of Directors will consider approving an agreement with Apex Grading Inc. for construction, maintenance, and emergency response services.

#### STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement with Apex Grading Inc. for Construction, Maintenance, and Emergency Response Services for the Fallon Village Geologic Hazard Abatement District; and, adopt the **Resolution** Approving an Agreement with Apex Grading Inc. for Construction, Maintenance, and Emergency Response Services for the Schaefer Ranch Geologic Hazard Abatement District.

#### FINANCIAL IMPACT:

Fallon Village GHAD: The proposed three-year agreement is for an amount not to exceed \$811,450. The agreement includes first year construction and maintenance of \$224,450, with second and third year costs of \$143,500 each, for a total of \$511,450 for the three-year term. The agreement also includes \$300,000 for as-needed emergency response services over the three-year term. Sufficient funds have been allocated in the Fiscal Year 2017-18 budget to cover costs.

Schaefer Ranch GHAD: The proposed three-year agreement is for an amount not to exceed \$552,700. The agreement includes first year construction and maintenance of \$141,900, with second and third year costs of \$105,400 each, for a total of \$352,700 for the three-year term. The agreement also includes \$200,000 for as-needed emergency response services over the three-year term. Sufficient funds have been allocated in the Fiscal Year 2017-18 budget to cover costs.

## DESCRIPTION:

The Fallon Village Geologic Hazard Abatement District (GHAD) and Schaefer Ranch GHAD own land and associated improvements that require regular, routine maintenance and may at times require construction services. Additionally, in the event of a geologic emergency, such as a landslide, each GHAD is responsible for prevention, abatement, and mitigation of geologic hazards, which can be facilitated with the emergency response services of a construction company.

To maintain GHAD land and facilities, and to ensure efficient response during a geologic emergency, GHAD staff and consultants issued requests for qualifications (RFQ) to qualified individuals or firms interested in providing construction, maintenance, and emergency response services. The RFQ for the Schaefer Ranch GHAD was issued on September 14, 2017, and closed on September 27, 2017. The RFQ for the Fallon Village GHAD was issued on September 13, 2017, and was closed on September 27, 2017. The RFQ for each GHAD was sent to contractors known to provide such services and was posted to the City's website.

The services outlined in each RFQ included on-call construction services for winterizing GHAD property, minor repair projects, and erosion control and slope erosion mitigation. The RFQ also included annual scheduled maintenance activities, such as: weed abatement and vegetation control; concrete-lined drainage ditch cleaning and repair; debris bench maintenance; trail maintenance and litter control; and maintenance road repair.

Emergency Response: Each RFQ also required interested contractors to provide labor, materials, and equipment for emergency response when needed. Emergency response services are categorized into Response Level 1 (mobilization within 24 hours), Response Level 2 (mobilization within 4 hours); and Response Level 3 (mobilization within 2 hours). Emergency response service costs are anticipated to be potentially higher in the Fallon Village GHAD due to the larger land area, local topography, and local geology.

Although the RFQs were transmitted to several contractors, only one contractor, Apex Grading Inc., responded to both the Fallon Village GHAD and Schaefer Ranch GHAD. Apex Grading Inc. is a qualified contractor with experience providing similar construction, maintenance, and emergency response services for other GHADs in Alameda County and Contra Costa County. The bid amounts Apex Grading Inc. provided for annual scheduled maintenance activities are consistent with the current market for these services.

A summary of the annual bid amounts and total not to exceed compensation amount is as follows:

Annual Construction/Maintenance	Fallon Village GHAD	Schaefer Ranch GHAD
Year 1	\$224,450	\$141,900
Year 2	\$143,500	\$105,400
Year 3	\$143,500	\$105,400
<b>Subtotal</b>	<b>\$511,450</b>	<b>\$352,700</b>
Emergency Response Total	\$300,000	\$200,000
<b>Agreement Total</b>	<b>\$811,450</b>	<b>\$552,700</b>

GHAD staff is recommending enter into a three-year agreement with Apex Grading Inc. for construction, maintenance, and emergency response services.

#### NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None.

#### ATTACHMENTS:

1. Resolution Approving an Agreement with Apex Grading Inc. for the Fallon Village GHAD
2. Exhibit A to Resolution - Fallon Village
3. Resolution Approving an Agreement with Apex Grading Inc. for the Schaefer Ranch GHAD
4. Exhibit A to Resolution - Schaefer Ranch

  
 Chris Foss, City Manager

10/6/2017



## RESOLUTION NO. XX- 17

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FALLON VILLAGE GEOLOGIC HAZARD ABATEMENT DISTRICT

\*\*\*\*\*

### APPROVING AN AGREEMENT WITH APEX GRADING INC. FOR CONSTRUCTION, MAINTENANCE, AND EMERGENCY RESPONSE SERVICES FOR THE FALLON VILLAGE GEOLOGIC HAZARD ABATEMENT DISTRICT

**WHEREAS**, Staff prepared and initiated a Request for Qualifications (RFQ) for construction, maintenance, and emergency response services; and

**WHEREAS**, one proposal was received from Apex Grading Inc., and Staff reviewed the qualifications and bid submitted by Apex Grading Inc., and Staff recommended that the Board of Directors approve an Agreement with Apex Grading Inc.; and

**WHEREAS**, the Fallon Village Geologic Hazard Abatement District desires to enter into an Agreement with Apex Grading Inc. for construction, maintenance, and emergency response services.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Fallon Village Geologic Hazard Abatement District hereby approve the Agreement with Apex Grading Inc., as attached hereto as Exhibit A to this Resolution; and

**BE IT FURTHER RESOLVED** that the District Manager, or designee, is authorized to execute the Agreement and make minor modifications as necessary to carry out the intent of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 17<sup>th</sup> day of October, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
District Clerk

**CONTRACT****1. SPECIAL TERMS.**

These special terms are incorporated below by reference.

(See Secs. 2, 3)

Parties: Agent – Fallon Village Geologic Hazard Abatement District (GHAD)  
Contractor – Apex Grading, P.O. Box 5367, Concord, CA 94524

Effective Date: October 18, 2017

(See Sec. 3)

Project Name, Number and Location: Fallon Village GHAD

The work consists of: Scope of Services described in Appendix A.

(See Sec. 4)

Duration: October 18, 2017, to June 30, 2020

(See Sec. 4)

GHAD's Agent: Christopher L. Foss, GHAD Manager

(See Sec. 5)

Contract #:  
Contract Limit: \$811,450.00  
Payment Terms: Appendix A

(See Sec. 6)

Federal Taxpayer's I.D. or Social Security No.:

**2. SIGNATURES & ACKNOWLEDGMENT – These signatures attest the parties' agreement hereto:**

GHAD, By: \_\_\_\_\_

Christopher L. Foss, Fallon Village GHAD Manager

(See Sec. 24)

Contractor (Apex Grading Inc.), hereby also certifying awareness of and compliance with Labor Code Sections 1861 and 3700 concerning Workers' Compensation Law,By: T. Zupitt - President

(Designate official capacity in the business)

By: \_\_\_\_\_

(Designate official capacity in the business)

**Note to Contractor:** For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer (Civil Code, Section 1190 and Corporations Code, Section 313.). The acknowledgment below must be signed by a Notary Public.

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California )

County of Contra Costa )On October 9, 2017before me, Kathleen Patten Notary Public

(insert name and title of the officer)

Personally appeared Marcus Jason Fifield

Who proves to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS** my hand and official seal.Signature Kathleen Patten

(Seal)





3. WORK CONTRACT, CHANGES.

- (a) By their signatures in Section 2, effective on the above date, these parties promise and agree as set forth in this Contract, incorporating by these references the material in Section 1, **SPECIAL TERMS**.
- (b) GHAD reserves the right to modify Contractor's scope of work under this Contract. However, the terms, conditions, and scope of work set forth in this Contract may not be modified except by written authorization of the GHAD representative, nor shall Contractor be paid for any work unless authorized by the GHAD in writing prior to the execution of the work.

4. TIME; NOTICE TO PROCEED. Contractor shall start this work as directed by the General Manager or his Agent in the Notice to Proceed; and shall complete it as specified in Section 1, **SPECIAL TERMS**.

5. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is solely responsible for the means and methods of performing the work set forth in this Contract. Contractor shall have no power or authority by this Contract to bind the GHAD in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors, or subcontractors hired or retained by the Contractor are employees, agents, contractors, or subcontractors of the Contractor and not of the GHAD. The GHAD shall not be obligated in any way to pay any wage claims or other claims made against contractor by any such employees, agents, contractors, or subcontractors or any other person resulting from performance of this Contract.

6. REVIEW OF PROJECT DOCUMENTS. Contractor warrants that it will review appropriate project documents, including any plans, specifications and reports, inspect the project site, and satisfy itself as to the conditions under which the work is to be performed, including any subsurface or latent conditions. Contractor understands that the conditions encountered by Contractor may differ from those anticipated by Contractor and agrees to bear the risk of such difference in conditions. Neither the time in which the work is to be performed, nor the cost of performing such work, shall be increased because of unforeseen or unanticipated site or project conditions.

7. WARRANTIES AND GUARANTIES. Contractor warrants that its work shall be free from defects and shall be suitable for the use intended. In the event that any deficiencies in Contractor's work are discovered within one year after completion of the project, Contractor shall, at its sole cost, repair, replace or repeat any defective work, including repair of any portion of the project or property damaged by repair, replacement or repeating of defective work. This warranty is in addition to any other remedy which the GHAD may have for defective work of Contractor.

The individual or individuals signing this Contract on behalf of Contractor warrant that they are authorized to bind Contractor to this Contract and guarantee Contractor's performance of the work set forth under this Contract.

8. PAYMENT. The GHAD shall pay Contractor for services performed at the rates shown in Appendix B attached hereto, which include all overhead and incidental expenses, for which no additional compensation shall be allowed. Notwithstanding the foregoing, those incidental expenses specifically itemized in Appendix B shall be reimbursable by the GHAD to Contractor, provided that Contractor submits copies of receipts and, if applicable, a detailed mileage log to the GHAD. In no event shall the total amount paid to Contractor exceed the payment limit(s) specified in the contract limit set forth in Section 1, **SPECIAL TERMS** without prior written approval of the GHAD. Contractor's billing statements shall be submitted at convenient intervals approved by the GHAD and shall list, for each item of services, the employee categories, hours and rates. Contractor's billing statement shall be submitted at the completion of work described in Appendix A.

9. PAYMENTS WITHHELD.

- (a) The GHAD or its Agent may withhold any payment or, because of later discovered evidence, nullify any or all certificate for payment, to such extent and period of time only as may be necessary to protect the GHAD from loss because of:

- (1) Defective work not remedied, or uncompleted work, or
- (2) Claims filed or reasonable evidence indicating probable filing, or
- (3) Failure to properly pay subcontractors for material or labor, or
- (4) Reasonable doubt that the work can be completed for the balance then unpaid, or

- (b) The GHAD shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

10. INSURANCE. Contractor shall maintain continuously during the life of this Contract at its sole cost and expense, and shall require its subcontractors to maintain, the following minimum insurance requirements with all insurance carriers rated A-VII or better by A M Best.

- (a) Workers' Compensation Insurance and Employer's Liability Insurance with limits of not less than \$1,000,000.00 per



accident. The insurer, shall waive all rights of subrogation against the GHAD and its officers, employees, agents and volunteers for loss arising from work performed under this Contract. Contractor is aware of and complies with Labor Code Section 3700 and the California Workers' Compensation Law.

- (b) Comprehensive General Liability with limits of not less than \$1,000,000 Per Occurrence/\$2,000,000 Aggregate applicable to bodily injury, sickness, or death in any one occurrence and not less than \$1,000,000 for loss of, or damage to, property in any one occurrence and \$2,000,000 Aggregate. This coverage shall include the following: (1) Comprehensive form; (2) Premises operations; (3) Underground explosion and collapse hazard; (4) Products completed operations; (5) Contractual liability; (6) Independent contractors; (7) Broad form property damage; (8) Personal Injury. The policy form must be a Commercial General Liability policy written on CG0001 form Waiver of Subrogation required.
  - (c) Automobile Liability covering all owned, non-owned, or hired vehicles used by Contractor with limits of not less than \$2,000,000 applicable to bodily injury, sickness, or death of any one person per occurrence and \$1,000,000 for loss of or damage to property in any one occurrence.
  - (d) The policies under b) and c) above shall: (1) name the GHAD, its officers, employees, agents, and volunteers as Additional Insureds; (2) be primary to any other insurance maintained by The GHAD; (3) contain a severability-of-interest or cross-liability provisions; (4) provide 30 days advance notice to The GHAD in the event of any non-renewal, cancellation, restriction, or modification of insurance. The GHAD reserves the right to request additional certificates of insurance on a project by project basis.
  - (e) Contractor shall provide the GHAD with satisfactory evidence of the above-stated coverages prior to commencement of the services set forth in Section 1, **SPECIAL TERMS**. Failure to maintain such coverages is a material breach of this Contract. No payment shall be due Contractor for any work performed during a period or periods in which the insurance coverages were not in effect.
11. **BONDS.** Contractor shall provide, if the contract price exceeds \$25,000, at the time of the execution of the Contract, and at no additional expense to the GHAD, a surety bond executed by an admitted surety insurer in an amount equal to at least one- hundred percent (100%) of the contract price as security for the faithful performance of said Contract. Contractor shall provide, at the time of the execution of the Contract, and at no additional expense to the GHAD, a surety bond executed by an admitted surety insurer in an amount equal to at least fifty percent (50%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said Contract. Sureties on each of said bonds shall be satisfactory to the GHAD.
  12. **FAILURE TO PERFORM.** If the Contractor at any time refuses or neglects, without fault of the GHAD or its agent(s), to supply sufficient materials or workmen to complete this Contract and work as provided herein, for a period of 10 days or more after written notice thereof by the GHAD, the GHAD may furnish necessary materials or workmen and deduct the reasonable expenses (including attorney's fees) thereof from the contract price.
  13. **TERMINATION.** This Contract may be terminated by the GHAD, without cause, on seven days written notice to Contractor. Contractor may terminate this Contract upon thirty (30) days' written notice to the GHAD. In the event of termination, Contractor shall be paid for all work performed prior to termination less the cost of remedying any defective work performed by Contractor. The indemnifications, insurance, liens and job site safety obligations survive termination of this Contract.
  14. **NON-ASSIGNMENT.** Contractor shall not delegate or assign the obligations of this Contract without prior written approval of the GHAD.
  15. **COMPLIANCE WITH LAWS/PERMITS/LICENSES.** The Contractor shall perform services in accordance with all applicable state and federal laws, regulations, ordinances, permits, licenses, and other rules of the state, territory, or political subdivisions where the services are performed and/or provided. The parties specifically stipulate that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1773 through 1777 and 1810 through 1815, concerning prevailing wages and hours, shall apply to this Contract.
  16. **LIENS.** Contractor shall discharge at once or bond or otherwise secure against all liens and attachments which are filed in connection with the services, and Contractor shall indemnify, defend and save the GHAD, and the owners of the premises on which the services are performed, or to which the services relate, harmless from and against any and all loss, damage, liability and claims thereof resulting from such liens and attachments.
  17. **SURVIVAL.** This Contract binds the heirs, successors, assigns, and representatives of Contractor; but Contractor cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the GHAD and the Contractor's surety or sureties, unless they have waived notice of assignment.
  18. **NO WAIVER BY GHAD.** Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the GHAD indicating the work or any part thereof complies with the requirements of payments therefore, or any combination of these acts, shall not relieve Contractor of his obligation to fulfill this Contract as prescribed; nor shall the GHAD be thereby estopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.



19. **INDEMNITY.** Contractor shall hold indemnify, defend and hold harmless the GHAD and its elective and appointive boards, commissions, officers, agents and employees from and against any and all claims, liens or encumbrances, damages, liability, suits, actions and expenses, including reasonable attorney's fees, relating to any and all losses or damages sustained by or alleged to have been sustained by employees of the parties hereto, and arising from Contractor's performance or failure to perform the services set forth in this Contract, or failure to comply with any regulatory guidelines and/or requirements. Contractor shall not be required to indemnify and hold harmless the GHAD and its elective and appointive boards, commissions, officers, agents and employees from claims, damages or liability caused by the sole negligence or willful misconduct of the GHAD.
20. **JOB SITE SAFETY.** Contractor shall be solely responsible for the safety of persons or property on, or adjacent to the job site. Contractor shall be responsible for its activities and the activities of its subcontractors' or agents' employees on the job site with respect to job site safety. Neither the professional activities nor the presence of the GHAD or its agents, employees, contractors, and subcontractors shall be understood to control the operations of others. In addition, Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to the GHAD a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.
21. **RECORD RETENTION.** Except for records delivered to the GHAD, Contractor shall retain, for a period of at least five (5) years after Contractor's receipt of the final payment under this Contract, all records prepared in the performance of this Contract or otherwise pertaining to the work, including without limitation bidding, financial and payroll records. Upon request by the GHAD, Contractor shall make such records available to the GHAD, or to authorized representatives of the state and federal governments, at no additional charge and without restriction or limitation on their use.
22. **RENTAL AND WAGE RATES.** The statement of prevailing wages appearing in the Equipment Rental Rates and General Prevailing Wage Rates, on file at the GHAD, is hereby specifically referred to and by this reference is made a part of this Contract.
23. **CLAIMS.** As applicable by statute, if a dispute arises out of or related to this Contract, or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties shall, before initiation of any litigation or arbitration, endeavor to settle the dispute by mediation with the assistance of a neutral mediator. The mediator shall be selected through the mutual agreement of the parties, but if agreement as to the mediator is not achieved within 14 days after either party requests mediation in writing, then each party shall select a neutral representative and the neutral representatives shall meet and select a mediator. Should litigation be initiated after the mediation, the prevailing party shall be entitled to reasonable costs of defense, including attorney's fees, expert witness fees, and court costs.
24. **WORKERS' COMPENSATION INSURANCE CERTIFICATION.** Contractor shall sign, and comply with the terms of, the certification required under Labor Section 1861, attached to this Contract as Appendix C.
25. **INTEGRATION AND SEVERABILITY.** This Contract and all Exhibits and Appendices attached hereto, represent the entire and integrated agreement between Contractor and the GHAD and supersede all prior negotiations, representations, or agreements either written or oral between the parties. Should any portion of this contract be held invalid, the remaining portions shall continue as if the invalid portions had not been part of this Contract.
26. **INSPECTION AND REVIEW.** GHAD reserves the right to inspect supplies and equipment delivered, and services performed, to determine conformance with the specifications and requirements set forth in the scope of work, Section 1, **SPECIAL TERMS.**
27. **AMENDMENT.** The parties may amend this Contract only by a writing signed by all the parties.
28. **ATTORNEYS' FEES.** If a party to this Contract brings any action, including an action for declaratory relief, to enforce or interpret any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or a separate action brought for that purpose.
29. **VENUE.** In the event that either party brings any action against the other under this Contract, the parties agree that venue shall be proper only in the County of Alameda or in the United States District Court for the Northern District of California.
30. **DISCRIMINATION.** Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

Approved as to Form: \_\_\_\_\_  
Adam Lindgren, Fallon Village GHAD Attorney



## APPENDIX A

### Fallon Village Geologic Hazard Abatement District (GHAD) Scope of Services

FALLON VILLAGE GHAD, CITY OF DUBLIN, CALIFORNIA SCOPE OF SERVICES					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	<b>Emergency Vehicle Access/Maintenance Roadway – Clearing of Vegetation</b> Remove vegetation from and adjacent to gravel-surfaced roadway within the areas shown on Figures 2 and 3 (approximately 150,000 square feet) to maintain an average road width of about 15 feet or the gravel-surfaced width, whichever is greater. Includes proper offsite disposal. The initial clearing of vegetation shall occur no later than January 1, 2018.	1	Per Event	\$2,000	\$2,000
2.	<b>Emergency Vehicle Access/Maintenance Roadways – Application of Pre- and Post-Emergent Herbicides</b> Maintain gravel-surfaced roadways within the areas shown on Figures 2 and 3 (approximately 150,000 square feet) in a weed-free condition. The per-event bid includes the application of herbicides within a one-year period. Herbicide use shall be limited to use on the gravel roads. The contractor will be responsible for using the proper materials and application of these herbicides. Clearing of significant vegetation growth on the gravel roads, other than the clearing of regrowth vegetation described in Bid Item No. 1, will be the responsibility of the contractor with offsite disposal.	3	Per Event	\$1,500	\$4,500
3.	<b>Vegetation Management Zone</b> Cut grasses and shrubs (i.e. coyote brush) to 3 inches or less in height for a minimum width of 30 feet (Figures 2 and 3). Intentionally planted shrubs and trees to remain. This bid item includes offsite disposal of woody or perennial vegetation in a proper manner. This bid item shall be completed between May 1 and June 1 of each year.	3	Per Event	\$24,000	\$72,000
4.	<b>Open Space – Litter Collection and Removal</b> Remove and dispose of household debris/litter within the open space areas shown on Figures 2 and 3. This does not include any hazardous waste or large item collection or disposal. This bid item includes disposal of litter debris offsite in a proper manner. Debris collection shall occur as requested.	12	Per Event	\$1,000	\$12,000
5.	<b>Concrete-Lined Drainage Ditch Cleaning</b> Clean the concrete-lined drainage ditches as described below. This bid item shall be completed between September 1 and October 31 of each year. The concrete-lined ditches included in this bid item are shown on Figures 2 and 3 with a total length of approximately 4,650 lineal feet.	3	Per Event	\$1,000	\$3,000
6.	<b>Earthen Drainage Ditch Cleaning and Vegetation Removal</b> Clean the earthen drainage ditches by cutting annual vegetation to 3 inches or less in height and complete removal, including root system of perennial vegetation (i.e. Coyote Brush). This bid item shall be completed between September 1 and October 31 of each year. Includes proper offsite disposal. The earthen ditches included in this bid item are shown on Figures 2 and 3 with a total length of approximately 9,725 lineal feet.	3	Per Event	\$1,000	\$3,000

FALLON VILLAGE GHAD, CITY OF DUBLIN, CALIFORNIA SCOPE OF SERVICES					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
7.	<b>Detention Basin/Bioretention Cell Vegetation Maintenance</b> Remove woody vegetation in excess of 5 feet in height to within 6 inches of the ground surface from the bottom of the basin/cells. This does not include cattail removal. Cut annual vegetation to 3 inches or less in height. The clearing of vegetation will be completed once a year. Includes proper offsite disposal.	4	Per Event	\$2,500	\$10,000
8.	<b>Detention Basin/Bioretention Cells Nos. 1, 2, 3 and 4 Maintenance Apron</b> Remove vegetation, soil, and litter from the aprons. Includes proper offsite disposal.	8	Per Event	\$3,000	\$24,000
9.	<b>Bioretention Cells Nos. 1, 2, and 3 Maintenance – Mulch Application</b> Apply mulch consisting of double-grind cedar bark or approved equal. Application to incorporate 2-inch layer of mulch into 6-inch layer of soil, incorporate with a rototiller to a homogeneous blend. Smooth finish layer in preparation of planting. We anticipate the possibility of one mulch application during the contract period.	120,000	Square feet	\$.10	\$12,000
10.	<b>Expose 6-inch-diameter, non-perforated subdrain outfall pipe.</b> Excavate subdrain outfall pipe. Location to be staked by the GHAD. Depth expected to be less than about 3 feet. For bidding purposes estimate 2 hours to expose each of the subdrain outfalls.	3	each	\$150	\$450
11.	<b>Subdrain Outfall Structure</b> Construct subdrain outfall structure as shown on the attached Figure 4. Includes excavation, filter fabric, riprap, fittings, trenching (if needed), backfill and compaction. Payment will be based on actual quantity of outfall structures installed.	3	each	\$2,000	\$6,000
12.	<b>Subdrain Marker</b> Construct subdrain marker as shown on the attached Figure 5 including excavation. Payment will be based on actual quantity of outfall markers installed.	1	each	\$500	\$500
13.	<b>Mitigation Pond</b> Remove cattails and roots across area of riprap outfall apron as shown on Figure 3. Coordination with project biologist is required due to protected Red-Legged Frog in the area. GHAD will contact biologist about coordination and biologist fees will be the GHAD's responsibility. This bid item should be completed between September 1 and October 31 of each year.	1	each	\$2,500	\$2,500
14.	<b>Water Quality Basin- Emergency Vehicle Access/Maintenance Roadway – Clearing of Vegetation</b> Remove vegetation from and adjacent to gravel-surfaced roadway within the areas shown on Figure 3 (Approximately 67,000 square feet) to maintain an average road width of about 15 feet or the gravel-surfaced width, whichever is greater. Includes proper offsite disposal. The initial clearing of vegetation shall occur no later than January 1, 2018.	1	each	\$1,500	\$1,500



FALLON VILLAGE GHAD, CITY OF DUBLIN, CALIFORNIA SCOPE OF SERVICES					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
15.	<b>Water Quality Basin- Application of Pre- and Post-Emergent Herbicides</b> Maintain gravel-surfaced roadways within the areas shown on Figure 3 (Approximately 18,000 square feet) in a weed-free condition. The per-event bid includes the application of herbicides within a one-year period. Herbicides shall only be used on the gravel roads. The contractor will be responsible for using the proper materials and application of these herbicides. Clearing of significant vegetation growth on the gravel roads, other than the clearing of regrowth vegetation described in Bid Item No. 14, will be the responsibility of the contractor with offsite disposal.	3	Per Event	\$1,000	\$3,000
16.	<b>Water Quality Basin- Litter and Debris Removal</b> Remove litter and debris in and around basin area. This bid item includes disposal of debris offsite in a proper manner. Debris collection shall occur as requested.	6	Per Event	\$1,000	\$6,000
17.	<b>Water Quality Basin- Drainage and Filter Medium Replacement</b> Drain water in basin. Scrape and remove clayey material along bottom of the basin with offsite disposal. Replace filter medium at the bottom of basin with 4 inches of permeable soil material as specified in Appendix D of the Stormwater and Hydromodification Management Plan. For bidding purposes, estimate 475 cubic yards of permeable soil replacement.	1	Per Event	\$60,000	\$60,000
18.	<b>Water Quality Basin- Standpipe Outfall Pipes</b> Drain water in basin. Excavate clayey material from around bottom of the standpipe within a 5-foot radius from the two 6-inch diameter outfall pipes with offsite disposal. Line semi-circular excavation with riprap underlain with a non-woven filter fabric along the semicircle to a height of approximately 3 feet.	1	Per Event	\$2,000	\$2,000

## APPENDIX B

### Fallon Village Geologic Hazard Abatement District (GHAD) Fee and Rate Schedule October 18, 2017 to June 30, 2020

Landscape/Erosion control Laborer .....	\$33.00/hour
Landscape/Erosion control Foreman .....	\$60.00/ hour
Construction Laborer.....	\$60.00/ hour
Operating Engineer/Foreman.....	\$87.00/ hour
Bobcat (tracked) operated.....	\$125.00/ hour
Excavator (15k lbs.) operated .....	\$140.00/ hour
Dozer (d4) operated .....	\$140.00/ hour
Compactor (37k lbs.) operated.....	\$140.00/ hour
Excavator (45k lbs.) operated .....	\$165.00/ hour
Dump truck (trash) .....	\$75.00/ hour
Dump truck (10 wheel) .....	\$95.00/ hour
Supplies or rented equipment .....	cost+fuel+15%
Power tool (jumping jack, weedeater) .....	\$10.00/ hour
Lowboy (mobilization) .....	\$100.00/ hour

## APPENDIX C

### Fallon Village Geologic Hazard Abatement District (GHAD)

#### Workers' Compensation Insurance Certification

As stipulated in the Labor Code, Section 1861 each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work on the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor: Apex Grading, Inc.

By: J. Jipib





0 FEET 2000  
0 METERS 1000

BASE MAP SOURCE: GOOGLE EARTH MAPPING SERVICE



VICINITY MAP  
FALLON VILLAGE GHAD  
DUBLIN, CALIFORNIA

PROJECT NO.: 4663.002.017

SCALE: AS SHOWN

DRAWN BY: LL

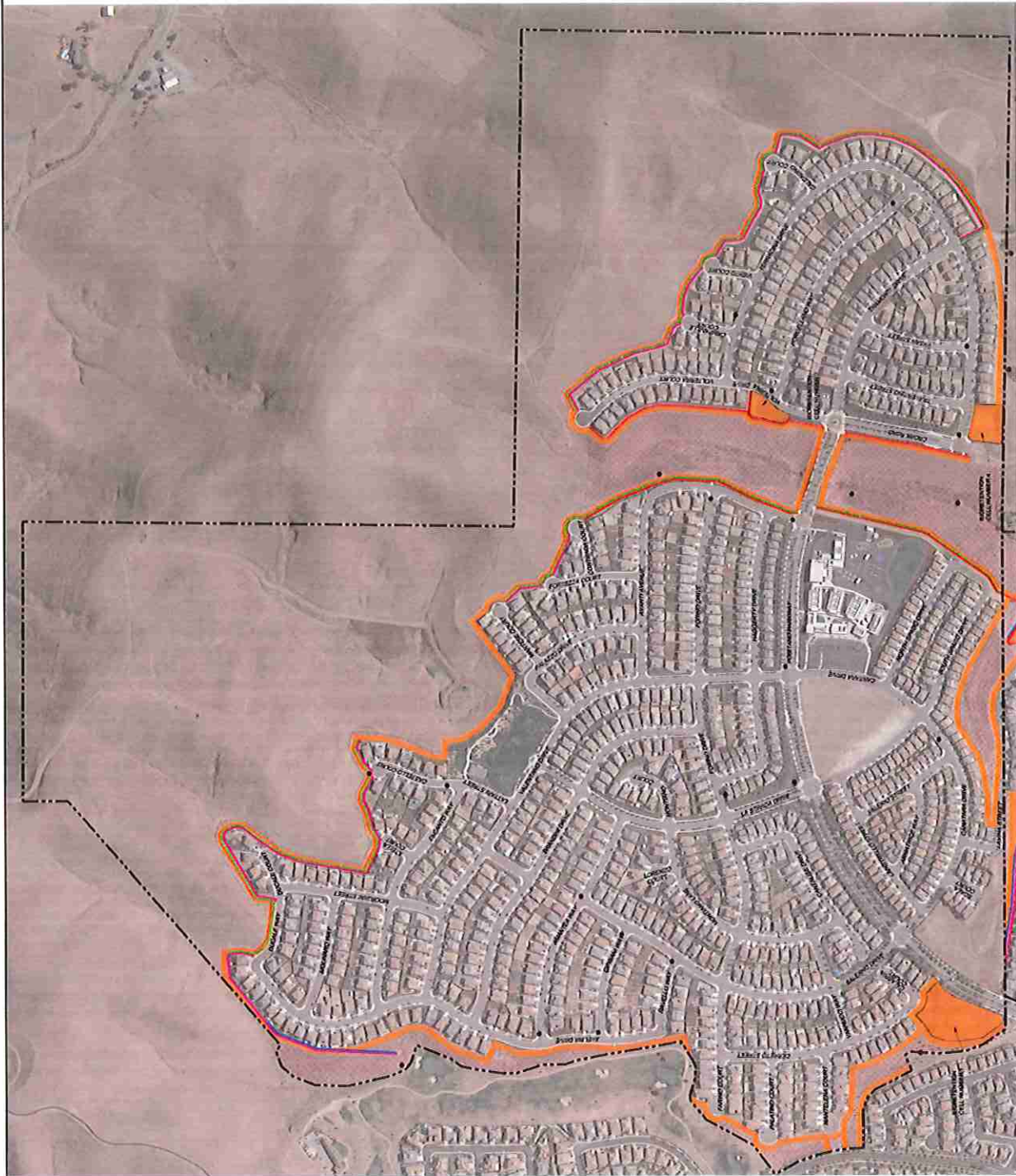
CHECKED BY: JSY

FIGURE NO.

1

C:\Drafling\Drafting\2\_Dwg\4663\002\GHAD\Fallon Village GHAD\4663002015-CHAD-1-VCVAP-FALLON-VILLAGE-0817.dwg Plot Date: 8-14-17 spotters

ORIGINAL FIGURE PRINTED IN COLOR

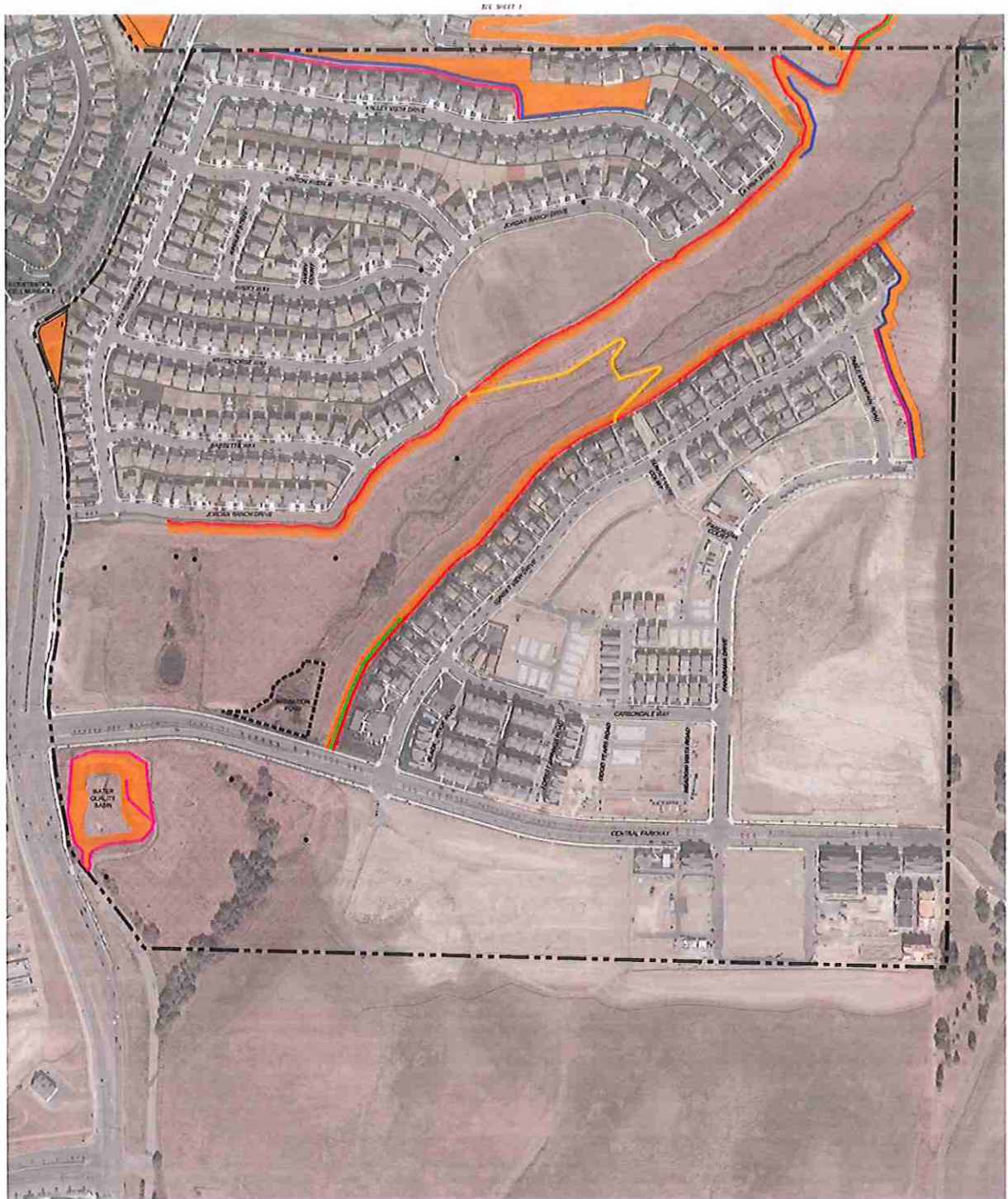


- EXPLANATION**
- CONCRETE LINED DRAINAGE DITCH
  - EARTH LINED DRAINAGE DITCH
  - GRAVEL - SURFACED EMERGENCY VEHICLE ACCESS/MAINTENANCE ROAD
  - ASPHALTIC CONCRETE SURFACED TRAIL
  - DECOMPOSED GRANITE SURFACED TRAIL
  - VEGETATION MANAGEMENT ZONE
  - OPEN SPACE, LITTER COLLECTION AND REMOVAL AREA AND OTHER NUMBER 40
  - STORMWATER OUTFALL

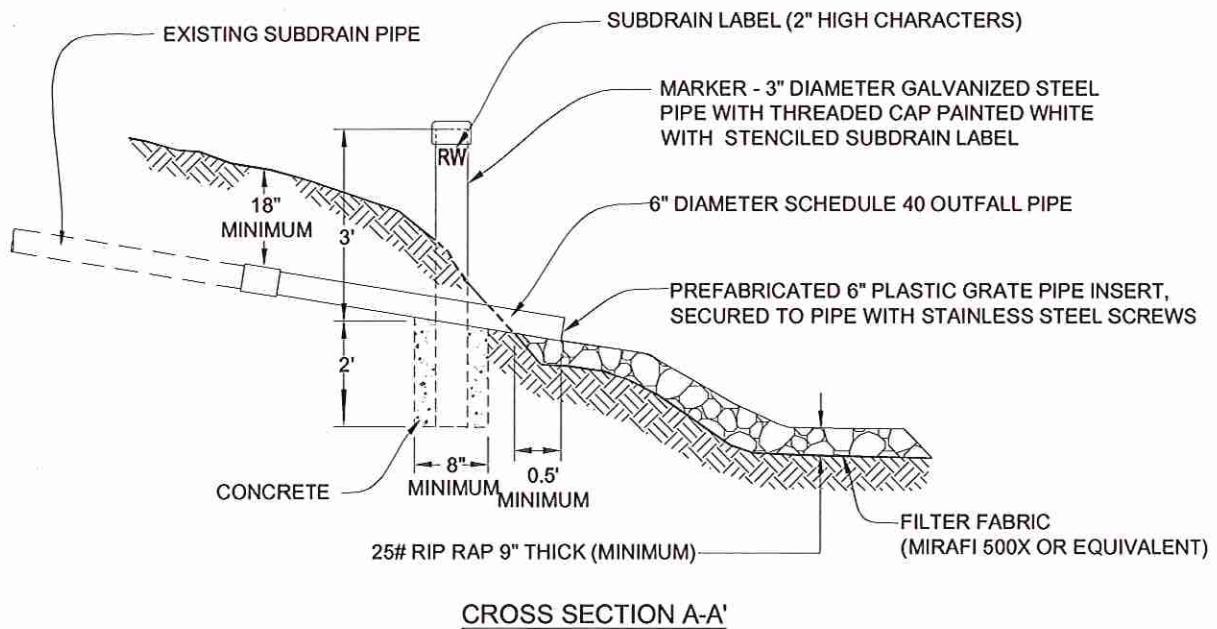
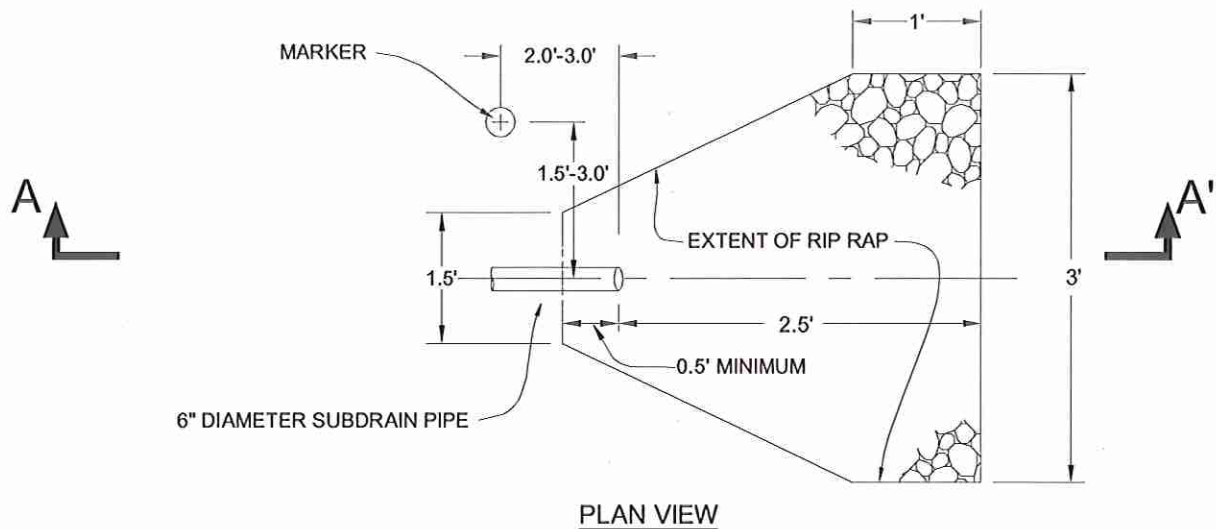


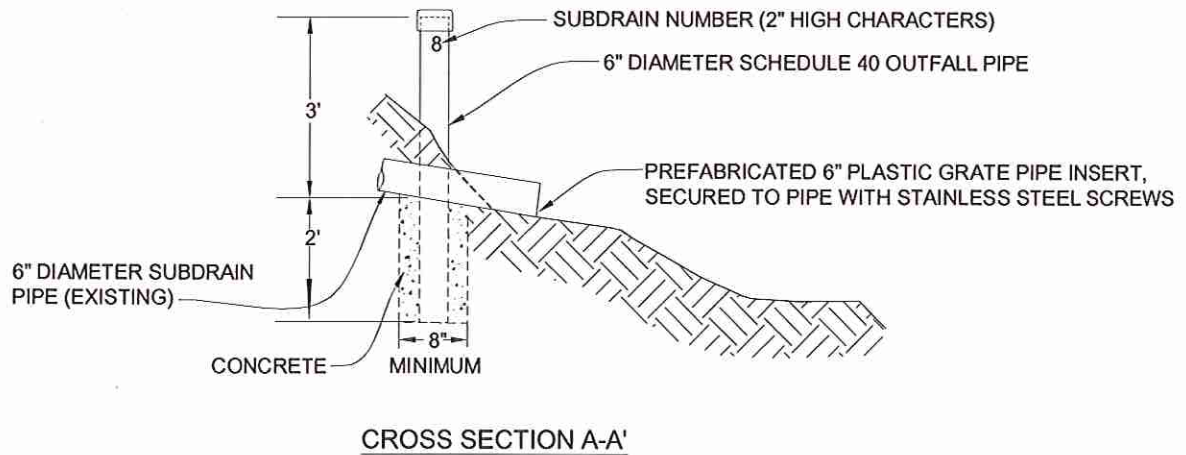
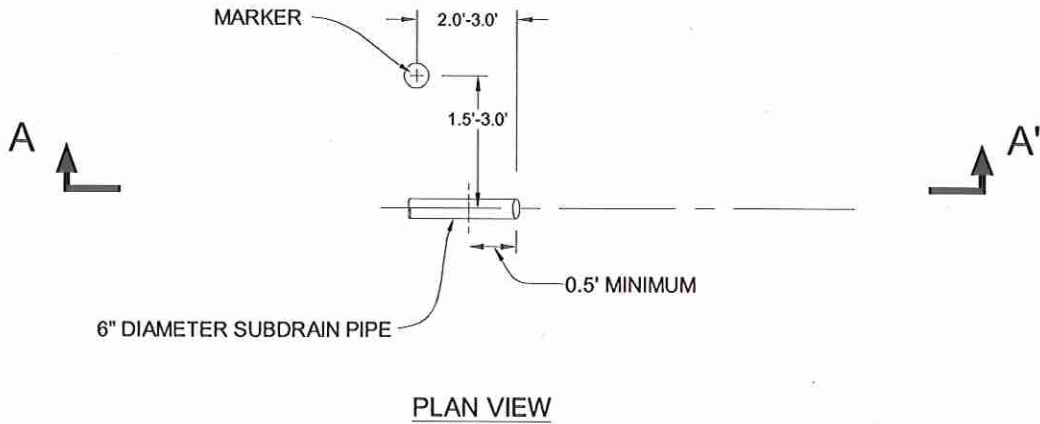
ENSO  
CITY OF FALLON - FALLON VILLAGE  
FALLON VILLAGE ROAD  
FALLON, CALIFORNIA





- EXPLANATION**  
ALL DIMENSIONS ARE APPROXIMATE
- CONCRETE LINED DRAINAGE DITCH
  - EARTH LINED DRAINAGE DITCH
  - GRAVEL - SURFACED EMERGENCY VEHICLE ACCESS MAINTENANCE ROAD
  - ASPHALTIC CONCRETE SURFACED TRAIL
  - DECOMPOSED GRAVEL SURFACED TRAIL
  - VEGETATION MANAGEMENT ZONE
  - OPEN SPACE LITTER COLLECTION AND REMOVAL AREA (BIO ITEM NUMBER 6)
  - BURIED DRAINAGE





COPYRIGHT © 2017 BY ENGEO INCORPORATED. THIS DOCUMENT MAY NOT BE REPRODUCED IN WHOLE OR IN PART BY ANY MEANS WHATSOEVER, NOR MAY IT BE QUOTED OR EXCERPTED WITHOUT THE EXPRESS WRITTEN CONSENT OF ENGEO INCORPORATED.

Attachment: 2. Exhibit A to Resolution - Fallon Village (Agreement with Apex Grading Inc. for Construction and Site Maintenance Services)

**ENGEO**  
Expect Excellence

SUBDRAIN MARKER DETAILS  
FALLON VILLAGE GHAD  
DUBLIN, CALIFORNIA

PROJECT NO.: 4663.002.017

SCALE: NO SCALE

DRAWN BY: GLJ

CHECKED BY: EWH

FIGURE NO.

5

G:\Drafting\DRAWING2\Draw\4663\002\GHAD\Fallon Village GHAD\4663002017-GHAD-3-SUBDRAINDET-FallonVillage-0817.dwg B-07-17 08:55:29 AM gjaffe



## RESOLUTION NO. XX- 17

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SCHAEFER RANCH GEOLOGIC HAZARD ABATEMENT DISTRICT

\*\*\*\*\*

#### APPROVING AN AGREEMENT WITH APEX GRADING INC. FOR CONSTRUCTION, MAINTENANCE, AND EMERGENCY RESPONSE SERVICES FOR THE SCHAEFER RANCH GEOLOGIC HAZARD ABATEMENT DISTRICT

**WHEREAS**, Staff prepared and initiated a Request for Qualifications (RFQ) for construction, maintenance, and emergency response services; and

**WHEREAS**, one proposal was received from Apex Grading Inc., and Staff reviewed the qualifications and bid submitted by Apex Grading Inc., and Staff recommended that the Board of Directors approve an Agreement with Apex Grading Inc.; and

**WHEREAS**, the Schaefer Ranch Geologic Hazard Abatement District desires to enter into an Agreement with Apex Grading Inc. for construction, maintenance, and emergency response services.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Schaefer Ranch Geologic Hazard Abatement District hereby approve the Agreement with Apex Grading Inc., as attached hereto as Exhibit A to this Resolution; and

**BE IT FURTHER RESOLVED** that the District Manager, or designee, is authorized to execute the Agreement and make minor modifications as necessary to carry out the intent of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 17<sup>th</sup> day of October, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Board President

ATTEST:

---

District Clerk

**CONTRACT**

1. **SPECIAL TERMS.** These special terms are incorporated below by reference.
- (See Secs. 2, 3) Parties: Agent – Schaefer Ranch Geologic Hazard Abatement District (GHAD)  
Contractor – Apex Grading, P.O. Box 5367, Concord, CA 94524
- Effective Date: October 18, 2017
- (See Sec. 3) Project Name, Number and Location: Schaefer Ranch GHAD
- The work consists of: Scope of Services described in Appendix A.
- (See Sec. 4) Duration: October 18, 2017, to June 30, 2020
- (See Sec. 4) GHAD's Agent: Christopher L. Foss, GHAD Manager
- (See Sec. 5) Contract #:  
Contract Limit: \$552,700  
Payment Terms: Appendix A
- (See Sec. 6) Federal Taxpayer's I.D. or Social Security No.:

2. **SIGNATURES & ACKNOWLEDGMENT** – These signatures attest the parties' agreement hereto:

GHAD, By: \_\_\_\_\_  
Christopher L. Foss, Schaefer Ranch GHAD Manager

(See Sec. 24) Contractor ( Apex Grading Inc. ), hereby also certifying awareness of and compliance with Labor Code Sections 1861 and 3700 concerning Workers' Compensation Law,

By: T. T. Hill - President  
(Designate official capacity in the business)

By: \_\_\_\_\_  
(Designate official capacity in the business)

**Note to Contractor:** For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer (Civil Code, Section 1190 and Corporations Code, Section 313.). The acknowledgment below must be signed by a Notary Public.

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California )

County of Contra Costa )

On October 9, 2017 before me, Kathleen Patten Notary Public  
(insert name and title of the officer)

Personally appeared Marcus Jason Fittfield.

Who proves to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS** my hand and official seal.

Signature Kathleen Patten (Seal)





3. WORK CONTRACT, CHANGES.

- (a) By their signatures in Section 2, effective on the above date, these parties promise and agree as set forth in this Contract, incorporating by these references the material in Section 1, **SPECIAL TERMS**.
- (b) GHAD reserves the right to modify Contractor's scope of work under this Contract. However, the terms, conditions, and scope of work set forth in this Contract may not be modified except by written authorization of the GHAD representative, nor shall Contractor be paid for any work unless authorized by the GHAD in writing prior to the execution of the work.

4. TIME; NOTICE TO PROCEED. Contractor shall start this work as directed by the General Manager or his Agent in the Notice to Proceed; and shall complete it as specified in Section 1, **SPECIAL TERMS**.

5. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is solely responsible for the means and methods of performing the work set forth in this Contract. Contractor shall have no power or authority by this Contract to bind the GHAD in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors, or subcontractors hired or retained by the Contractor are employees, agents, contractors, or subcontractors of the Contractor and not of the GHAD. The GHAD shall not be obligated in any way to pay any wage claims or other claims made against contractor by any such employees, agents, contractors, or subcontractors or any other person resulting from performance of this Contract.

6. REVIEW OF PROJECT DOCUMENTS. Contractor warrants that it will review appropriate project documents, including any plans, specifications and reports, inspect the project site, and satisfy itself as to the conditions under which the work is to be performed, including any subsurface or latent conditions. Contractor understands that the conditions encountered by Contractor may differ from those anticipated by Contractor and agrees to bear the risk of such difference in conditions. Neither the time in which the work is to be performed, nor the cost of performing such work, shall be increased because of unforeseen or unanticipated site or project conditions.

7. WARRANTIES AND GUARANTIES. Contractor warrants that its work shall be free from defects and shall be suitable for the use intended. In the event that any deficiencies in Contractor's work are discovered within one year after completion of the project, Contractor shall, at its sole cost, repair, replace or repeat any defective work, including repair of any portion of the project or property damaged by repair, replacement or repeating of defective work. This warranty is in addition to any other remedy which the GHAD may have for defective work of Contractor.

The individual or individuals signing this Contract on behalf of Contractor warrant that they are authorized to bind Contractor to this Contract and guarantee Contractor's performance of the work set forth under this Contract.

8. PAYMENT. The GHAD shall pay Contractor for services performed at the rates shown in Appendix B attached hereto, which include all overhead and incidental expenses, for which no additional compensation shall be allowed. Notwithstanding the foregoing, those incidental expenses specifically itemized in Appendix B shall be reimbursable by the GHAD to Contractor, provided that Contractor submits copies of receipts and, if applicable, a detailed mileage log to the GHAD. In no event shall the total amount paid to Contractor exceed the payment limit(s) specified in the contract limit set forth in Section 1, **SPECIAL TERMS** without prior written approval of the GHAD. Contractor's billing statements shall be submitted at convenient intervals approved by the GHAD and shall list, for each item of services, the employee categories, hours and rates. Contractor's billing statement shall be submitted at the completion of work described in Appendix A.

9. PAYMENTS WITHHELD.

- (a) The GHAD or its Agent may withhold any payment or, because of later discovered evidence, nullify any or all certificate for payment, to such extent and period of time only as may be necessary to protect the GHAD from loss because of:
  - (1) Defective work not remedied, or uncompleted work, or
  - (2) Claims filed or reasonable evidence indicating probable filing, or
  - (3) Failure to properly pay subcontractors for material or labor, or
  - (4) Reasonable doubt that the work can be completed for the balance then unpaid, or
- (b) The GHAD shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

10. INSURANCE. Contractor shall maintain continuously during the life of this Contract at its sole cost and expense, and shall require its subcontractors to maintain, the following minimum insurance requirements with all insurance carriers rated A-VII or better by A M Best.

- (a) Workers' Compensation Insurance and Employer's Liability Insurance with limits of not less than \$1,000,000.00 per accident. The insurer, shall waive all rights of subrogation against the GHAD and its officers, employees, agents and volunteers for loss arising from work performed under this Contract. Contractor is aware of and complies with Labor Code Section 3700 and the California Workers' Compensation Law.



- (b) Comprehensive General Liability with limits of not less than \$1,000,000 Per Occurrence/\$2,000,000 Aggregate applicable to bodily injury, sickness, or death in any one occurrence and not less than \$1,000,000 for loss of, or damage to, property in any one occurrence and \$2,000,000 Aggregate. This coverage shall include the following: (1) Comprehensive form; (2) Premises operations; (3) Underground explosion and collapse hazard; (4) Products completed operations; (5) Contractual liability; (6) Independent contractors; (7) Broad form property damage; (8) Personal Injury. The policy form must be a Commercial General Liability policy written on CG0001 form Waiver of Subrogation required.
  - (c) Automobile Liability covering all owned, non-owned, or hired vehicles used by Contractor with limits of not less than \$2,000,000 applicable to bodily injury, sickness, or death of any one person per occurrence and \$1,000,000 for loss of or damage to property in any one occurrence.
  - (d) The policies under b) and c) above shall: (1) name the GHAD, its officers, employees, agents, and volunteers as Additional Insureds; (2) be primary to any other insurance maintained by The GHAD; (3) contain a severability-of-interest or cross-liability provisions; (4) provide 30 days advance notice to The GHAD in the event of any non-renewal, cancellation, restriction, or modification of insurance. The GHAD reserves the right to request additional certificates of insurance on a project by project basis.
  - (e) Contractor shall provide the GHAD with satisfactory evidence of the above-stated coverages prior to commencement of the services set forth in Section 1, **SPECIAL TERMS**. Failure to maintain such coverages is a material breach of this Contract. No payment shall be due Contractor for any work performed during a period or periods in which the insurance coverages were not in effect.
11. **BONDS**. Contractor shall provide, if the contract price exceeds \$25,000, at the time of the execution of the Contract, and at no additional expense to the GHAD, a surety bond executed by an admitted surety insurer in an amount equal to at least one- hundred percent (100%) of the contract price as security for the faithful performance of said Contract. Contractor shall provide, at the time of the execution of the Contract, and at no additional expense to the GHAD, a surety bond executed by an admitted surety insurer in an amount equal to at least fifty percent (50%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said Contract. Sureties on each of said bonds shall be satisfactory to the GHAD.
  12. **FAILURE TO PERFORM**. If the Contractor at any time refuses or neglects, without fault of the GHAD or its agent(s), to supply sufficient materials or workmen to complete this Contract and work as provided herein, for a period of 10 days or more after written notice thereof by the GHAD, the GHAD may furnish necessary materials or workmen and deduct the reasonable expenses (including attorney's fees) thereof from the contract price.
  13. **TERMINATION**. This Contract may be terminated by the GHAD, without cause, on seven days written notice to Contractor. Contractor may terminate this Contract upon thirty (30) days' written notice to the GHAD. In the event of termination, Contractor shall be paid for all work performed prior to termination less the cost of remedying any defective work performed by Contractor. The indemnifications, insurance, liens and job site safety obligations survive termination of this Contract.
  14. **NON-ASSIGNMENT**. Contractor shall not delegate or assign the obligations of this Contract without prior written approval of the GHAD.
  15. **COMPLIANCE WITH LAWS/PERMITS/LICENSES**. The Contractor shall perform services in accordance with all applicable state and federal laws, regulations, ordinances, permits, licenses, and other rules of the state, territory, or political subdivisions where the services are performed and/or provided. The parties specifically stipulate that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1773 through 1777 and 1810 through 1815, concerning prevailing wages and hours, shall apply to this Contract.
  16. **LIENS**. Contractor shall discharge at once or bond or otherwise secure against all liens and attachments which are filed in connection with the services, and Contractor shall indemnify, defend and save the GHAD, and the owners of the premises on which the services are performed, or to which the services relate, harmless from and against any and all loss, damage, liability and claims thereof resulting from such liens and attachments.
  17. **SURVIVAL**. This Contract binds the heirs, successors, assigns, and representatives of Contractor; but Contractor cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the GHAD and the Contractor's surety or sureties, unless they have waived notice of assignment.
  18. **NO WAIVER BY GHAD**. Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the GHAD indicating the work or any part thereof complies with the requirements of payments therefore, or any combination of these acts, shall not relieve Contractor of his obligation to fulfill this Contract as prescribed; nor shall the GHAD be thereby estopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.



19. **INDEMNITY.** Contractor shall hold indemnify, defend and hold harmless the GHAD and its elective and appointive boards, commissions, officers, agents and employees from and against any and all claims, liens or encumbrances, damages, liability, suits, actions and expenses, including reasonable attorney's fees, relating to any and all losses or damages sustained by or alleged to have been sustained by employees of the parties hereto, and arising from Contractor's performance or failure to perform the services set forth in this Contract, or failure to comply with any regulatory guidelines and/or requirements. Contractor shall not be required to indemnify and hold harmless the GHAD and its elective and appointive boards, commissions, officers, agents and employees from claims, damages or liability caused by the sole negligence or willful misconduct of the GHAD.
20. **JOB SITE SAFETY.** Contractor shall be solely responsible for the safety of persons or property on, or adjacent to the job site. Contractor shall be responsible for its activities and the activities of its subcontractors' or agents' employees on the job site with respect to job site safety. Neither the professional activities nor the presence of the GHAD or its agents, employees, contractors, and subcontractors shall be understood to control the operations of others. In addition, Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to the GHAD a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.
21. **RECORD RETENTION.** Except for records delivered to the GHAD, Contractor shall retain, for a period of at least five (5) years after Contractor's receipt of the final payment under this Contract, all records prepared in the performance of this Contract or otherwise pertaining to the work, including without limitation bidding, financial and payroll records. Upon request by the GHAD, Contractor shall make such records available to the GHAD, or to authorized representatives of the state and federal governments, at no additional charge and without restriction or limitation on their use.
22. **RENTAL AND WAGE RATES.** The statement of prevailing wages appearing in the Equipment Rental Rates and General Prevailing Wage Rates, on file at the GHAD, is hereby specifically referred to and by this reference is made a part of this Contract.
23. **CLAIMS.** As applicable by statute, if a dispute arises out of or related to this Contract, or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties shall, before initiation of any litigation or arbitration, endeavor to settle the dispute by mediation with the assistance of a neutral mediator. The mediator shall be selected through the mutual agreement of the parties, but if agreement as to the mediator is not achieved within 14 days after either party requests mediation in writing, then each party shall select a neutral representative and the neutral representatives shall meet and select a mediator. Should litigation be initiated after the mediation, the prevailing party shall be entitled to reasonable costs of defense, including attorney's fees, expert witness fees, and court costs.
24. **WORKERS' COMPENSATION INSURANCE CERTIFICATION.** Contractor shall sign, and comply with the terms of, the certification required under Labor Section 1861, attached to this Contract as Appendix C.
25. **INTEGRATION AND SEVERABILITY.** This Contract and all Exhibits and Appendices attached hereto, represent the entire and integrated agreement between Contractor and the GHAD and supersede all prior negotiations, representations, or agreements either written or oral between the parties. Should any portion of this contract be held invalid, the remaining portions shall continue as if the invalid portions had not been part of this Contract.
26. **INSPECTION AND REVIEW.** GHAD reserves the right to inspect supplies and equipment delivered, and services performed, to determine conformance with the specifications and requirements set forth in the scope of work, Section 1, **SPECIAL TERMS.**
27. **AMENDMENT.** The parties may amend this Contract only by a writing signed by all the parties.
28. **ATTORNEYS' FEES.** If a party to this Contract brings any action, including an action for declaratory relief, to enforce or interpret any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or a separate action brought for that purpose.
29. **VENUE.** In the event that either party brings any action against the other under this Contract, the parties agree that venue shall be proper only in the County of Alameda or in the United States District Court for the Northern District of California.
30. **DISCRIMINATION.** Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

Approved as to Form: \_\_\_\_\_  
Adam Lindgren, Schaefer Ranch GHAD Attorney

## APPENDIX A

### Schaefer Ranch Geologic Hazard Abatement District (GHAD) Scope of Services

SCHAEFER RANCH GHAD, CITY OF DUBLIN, CALIFORNIA BID SHEET					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	<b>Emergency Vehicle Access/Maintenance Roadway – Clearing of Vegetation</b> Remove vegetation from and adjacent to gravel-surfaced roadway within the areas shown on Figure 2 (Approximately 4,500 lineal feet) to maintain an average road width of about 12 feet or the gravel-surfaced width, whichever is greater. Includes proper offsite disposal. The initial clearing of vegetation shall occur no later than January 30, 2018.	1	Per Event	\$2,500	\$2,500
2.	<b>Emergency Vehicle Access/Maintenance Roadways – Application of Pre- and Post-Emergent Herbicides</b> Maintain gravel-surfaced roadways within the areas shown on Figure 2 (Approximately 4,500 lineal feet) in a weed-free condition. The per-event bid includes the application of herbicides within a one-year period. The contractor will be responsible for using the proper materials and application of these herbicides. Clearing of significant vegetation growth on the gravel roads, other than the clearing of regrowth vegetation described in Bid Item No. 1, will be the responsibility of the contractor with offsite disposal.	3	Per Event	\$4,000	\$12,000
3.	<b>Maintenance Roadways and Selected Areas – Clearing of Vegetation</b> Cut vegetation on the earth-surfaced maintenance roadways (approximately 400 lineal feet) to a maximum height of 3 inches (Figure 1). The per-event bid includes the removal of vegetation from the maintenance roadways area and offsite disposal.	6	Per Event	\$1,500	\$9,000
4.	<b>Vegetation Management Zone</b> Cut grasses and perennial vegetation to 3 inches or less in height for a minimum width of 30 feet (Figure 2). Intentionally planted shrubs and trees to remain. Annual vegetation may be disposed of on site within vegetation management areas if spread to a thickness of less than 3 inches. Perennial vegetation shall be removed from the site and disposed of in a proper manner.	3	Per Event	\$11,000	\$33,000
This bid item shall be completed between May 1 and June 1 of each year.					



SCHAEFER RANCH GHAD, CITY OF DUBLIN, CALIFORNIA BID SHEET					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
5.	<b>Open Space – Litter Collection and Removal</b> Remove and dispose of household debris/litter within the open space parcels. This does not include any hazardous waste or large item collection or disposal. This bid item includes disposal of litter debris offsite in a proper manner. Debris collection shall occur as requested.	12	Per Event	\$500	\$6,000
6.	<b>Concrete-Lined Drainage Ditch Cleaning</b> Clean the concrete-lined drainage ditches as described below. This bid item shall be completed between September 1 and October 31 of each year. The concrete-lined ditches included in this bid item are shown on Figure 2 with a total length of approximately 50,000 lineal feet.	3	Per Event	\$8,800	\$26,400
7.	<b>Detention Basins Maintenance- Vegetation Removal</b> Remove woody vegetation in excess of 5 feet in height to within 6 inches of the ground surface. This does not include cattail removal. No heavy equipment will be used. The clearing of vegetation will be completed once a year. Includes proper offsite disposal. (Detention Basins A, B, and C, Figure 2).	3	Per Event	\$2,500	\$7,500
8.	<b>Detention Basins Maintenance- Litter and Debris</b> Remove vegetation and debris from outfall structure grates within the three basins. The per-event bid includes the removal of materials from the outfall structures and proper offsite disposal (Detention Basins A, B, and C, Figure 2).	6	Per Event	\$1,500	\$9,000
9.	<b>Detention Basins Maintenance- Desilting Basin</b> Removal of excess sediment from Detention Basins A, B, or C, as shown on Figure 2. No heavy equipment will be used within the basin unless authorized by the GHAD Manager. Payment will be based on actual volume of sediment removed. For bidding purposes, use estimate of 100 cubic yards of sediment removal. Includes proper offsite disposal.	100	Cubic Yard	\$100	\$10,000
10.	<b>Expose 6-inch-diameter, non-perforated subdrain outfall pipe.</b> Excavate subdrain outfall pipe. Location to be staked by the GHAD. Depth expected to be less than about 3 feet. For bidding purposes, estimate 2 hours to expose each of the subdrain outfalls.	10	each	\$150	\$1,500
11.	<b>Subdrain Outfall Structure</b> Construct subdrain outfall structure as shown on the attached Figure 3. Includes excavation, filter fabric, riprap, fittings, trenching (if needed), backfill and compaction. Payment will be based on actual quantity of outfall structures installed.	10	each	\$2,000	\$20,000



SCHAEFER RANCH GHAD, CITY OF DUBLIN, CALIFORNIA BID SHEET					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
12.	<b>Subdrain Marker</b> Construct subdrain marker as shown on the attached Figure 4 including excavation. Payment will be based on actual quantity of outfall markers installed.	10	each	\$500	\$5,000

## APPENDIX B

### Schaefer Ranch Geologic Hazard Abatement District (GHAD) Fee and Rate Schedule October 18, 2017, to June 30, 2020

Landscape/Erosion Control Laborer .....	\$33.00/ hour
Landscape/Erosion Control Foreman .....	\$60.00/ hour
Construction Laborer.....	\$60.00/ hour
Operating Engineer/Foreman.....	\$87.00/ hour
Bobcat (tracked) operated.....	\$125.00/ hour
Excavator (15k lbs.) operated .....	\$140.00/ hour
Dozer (d4) operated .....	\$140.00/ hour
Compactor (37k lbs.) operated.....	\$140.00/ hour
Excavator (45k lbs.) operated .....	\$165.00/ hour
Dump truck (trash) .....	\$75.00/ hour
Dump truck (10 wheel) .....	\$95.00/ hour
Supplies or rented equipment .....	cost+fuel+15%
Power tool (jumping jack, weedeater) .....	\$10.00/ hour
Lowboy (mobilization) .....	\$100.00/ hour

## APPENDIX C

### Schaefer Ranch Geologic Hazard Abatement District (GHAD)

#### Workers' Compensation Insurance Certification

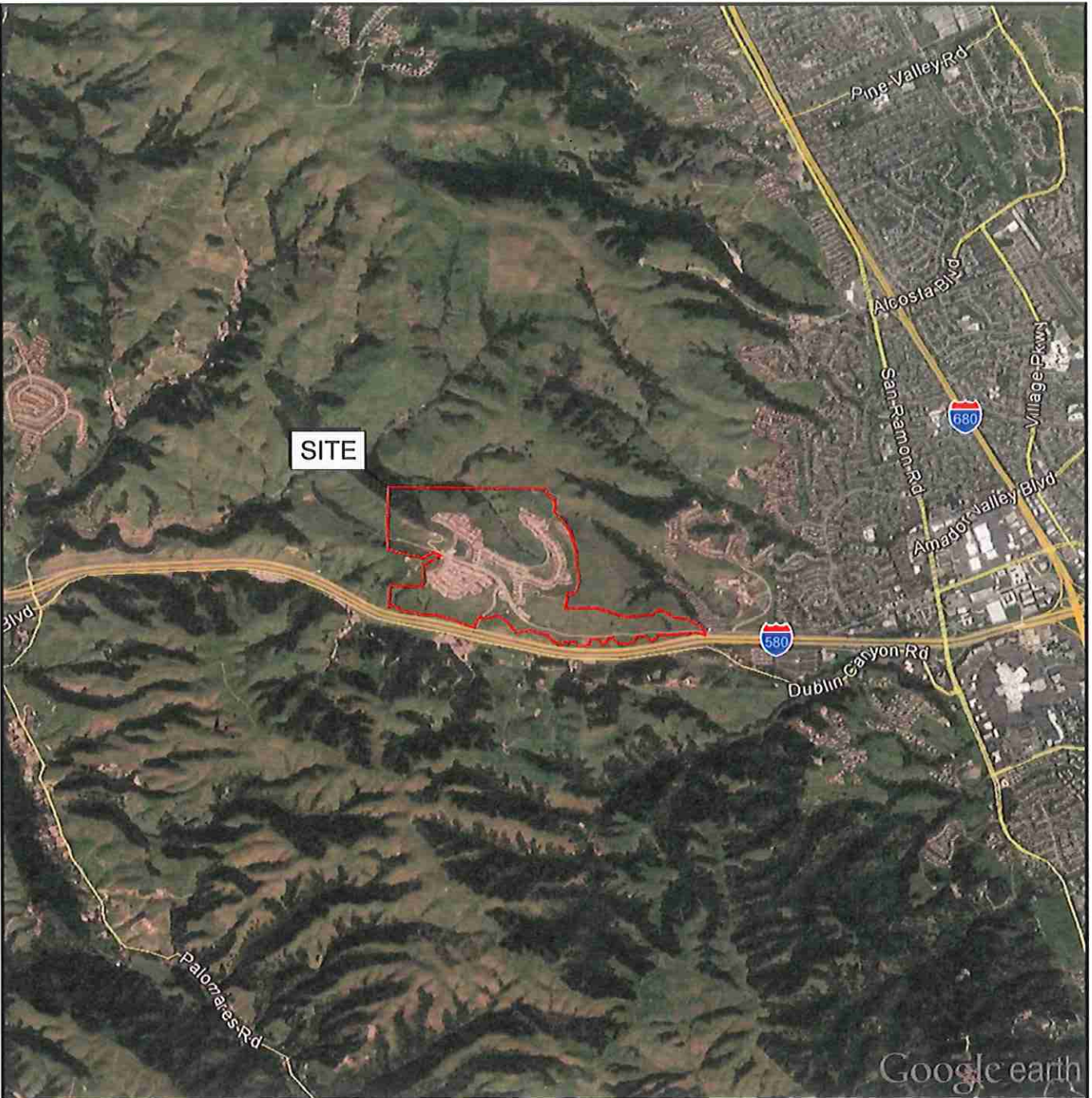
As stipulated in the Labor Code, Section 1861 each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work on the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor: Apex Grading, Inc.

By: T. Tiffl - President





0 FEET 4000  
0 METERS 2000

BASE MAP SOURCE: GOOGLE EARTH MAPPING SERVICE



VICINITY MAP  
SCHAEFER RANCH GHAD  
DUBLIN, CALIFORNIA

PROJECT NO.: 4748.002.017

SCALE: AS SHOWN

DRAWN BY: SRP

CHECKED BY: EH

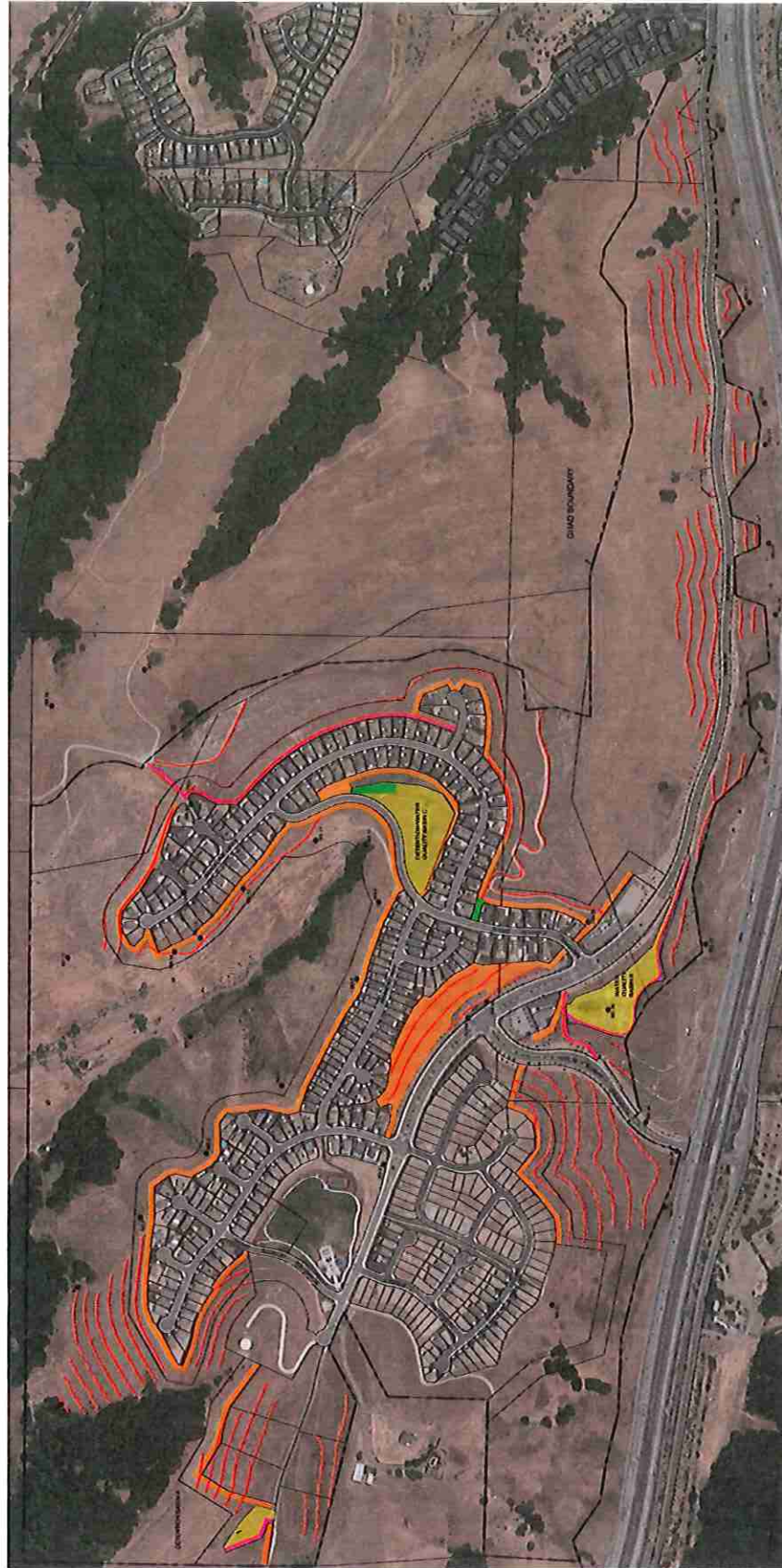
FIGURE NO.

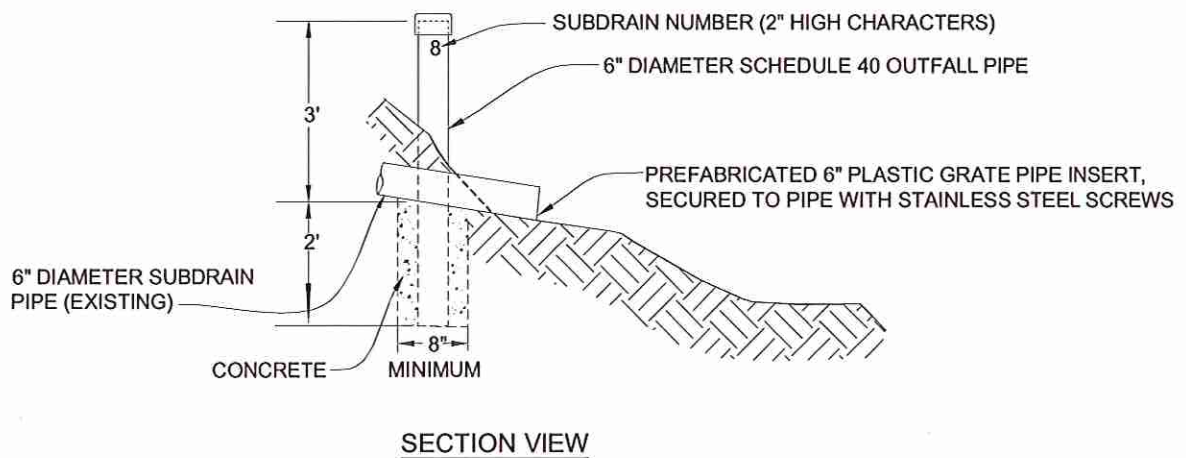
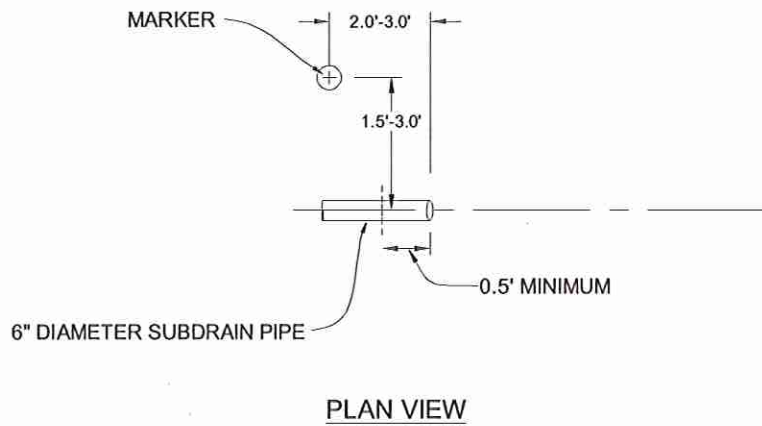
1

G:\Drafling\DRAWING2\Dig\4748\002\SchaeferRanch-GHAD\4748002017-GHAD-1-VicinityMap-0817.dwg Plot Date: 8-17-17 spotters

ORIGINAL FIGURE PRINTED IN COLOR







COPYRIGHT © 2017 BY ENGEO INCORPORATED. THIS DOCUMENT MAY NOT BE REPRODUCED IN WHOLE OR IN PART BY ANY MEANS WHATSOEVER, NOR MAY IT BE QUOTED OR EXCERPTED WITHOUT THE EXPRESS WRITTEN CONSENT OF ENGEO INCORPORATED.

Attachment: 4. Exhibit A to Resolution - Schaefer Ranch (Agreement with Apex Grading Inc. for Construction and Site Maintenance Services)



**SUBDRAIN MARKER DETAILS**  
 SCHAEFER RANCH GHAD  
 DUBLIN, CALIFORNIA

PROJECT NO.: 4748.002.017

SCALE: NO SCALE

DRAWN BY: GLJ

CHECKED BY: EWH

FIGURE NO.

**3**

G:\Drafting\DRAWING2\\_Dwg\4748\002\SchaeferRanch-GHAD\4748002017-GHAD-3-SUBDRAIN\DET-FallenVillage-0817.dwg 8-21-17 05:41:17 PM Fee

